

FOR CLERK USE ONLY	
City Council	ı
Item No.	ı

CITY COUNCIL AGENDA

FACT SHEET

	Utility Services					February 02, 2010
	Department				•	Requested Date
1.	Request:	ncil Approval	⊠	Informati Presentat		Ċ
	Oth	er (specify)		Hearing		
2.	Requested Action:					
	Authorize Dire Pump from BR		Services to	Purchase	One (1) En	nergency Distribution
3.	Fiscal Impact: Revenue	Increase Decrease	_ _	Source: Amount:		
	Cost:	Increase Decrease	□ ⊠	Source: Amount:	Water Opera \$142,184.45	ting Funds #511
4.	Reviewed By:					
	Finance Dept. on Comment	s:	<u> </u>		Ву:	
	City Attorney on Comment	s:	 		Ву:	
		nitted along with th	is form. Deadlin	e is 5:00 p.m.,	Tuesday, prior to	o the scheduled meeting date.
CLERI	CUSE ONLY:	ICH DANG				
	CITY COUN	Action Consent Hearing		Pr	ling esentation ther (specify)	
Reviewed by: City Clerk				Ci	ty Manager	
	Date			Da	ate	

CITY COUNCIL AGENDA REPORT

SUBJECT: Authorize Director of Utility Services to Purchase One (1) Emergency Distribution Pump from BR Supply

AGENDA DATE: February 2, 2010

PREPARED BY: Luis Estrada, Director of Utility Services

APPROVED FOR AGENDA BY: Victor M. Carrillo, City Manager

RECOMMENDATION: It is recommended the City Council approve the following:

1. Authorize Director of Utility Services to purchase one (1) emergency distribution pump from BR Supply

FISCAL IMPACT: \$142,184.45 (Budget Item for FY 2009-2010)

BACKGROUND INFORMATION:

On March 17, 2009, the City Council of the City of Calexico authorized the Director of Utility Services to purchase one (1) emergency distribution pump from BR Supply in the amount of \$142,184.45. This particular power equipment is used to pump water into the distribution system when there is a failure and/or other emergency in our current system at the Water Treatment Plant.

DISCUSSION (Current consideration):

By purchasing this same model, the City will not need to do any piping modification. Also, the City will maintain the same stock of parts for maintenance. This backup equipment is required by the State of California Department of Public Health, Drinking Water Division and is part of our CIP Program. BR Supply has agreed to sell one (1) emergency distribution pump to the City at the same price it did last year. Therefore, Utility Services Department Staff is recommending that City Council authorize the Director of Utility Services to purchase one (1) emergency distribution pump from BR Supply.

DOCUMENTS ATTACHED:

1. Proposal from BR Supply

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B R SUPPLY COMPANY 123B WEST GRANT STREET CALEXICO, CALIFORNIA 92231 PH-760-357-9152 FX-760357-0827

Mr. Luis Estrada
Director of Utility Services
City of Calexico

Quote No.: C0802243A Date: January 14, 2010

We are pleased to quote the following equipment:

One simplex, skid mounted diesel driven, pressure Booster pumps. The units utilize a 12×10 MAA-A horizontal splits-case pumps, a discharge check valve, suction valve, suction and discharge spools with tapping to mount suction and system pressure switches, gauges, a John Deere 6068H, Tier 111, diesel Engine and controls.

The motor controls is to be housed in a UL Listed, NEMA 1 steel enclosure with the following features elepsed time indication; pump run indication; GFCI receptacle with circuit Brecker; Foxboro system pressure transmitter; Foxboro low suction pressure transmitter; low suction pressure Visible alarm (pump stop, manul reset on alarm, automatic reset on operation); low suction pressure alarm delay timer (in PLC); common remote alarm contact for externally mounted alarm Light; outage and restoration of power delays (in PLC); and a PLC.

The unit shall include standard Engine shut-down, with alarms.

PRICE EACH LINIT

<u>Mode of Operation:</u> The Engine is to star on low system pressure and stop when system pressure is met.

Note: The Only equipment supplied by Gorman-Rupp Company is equipment shown on the drawing PB-0783

\$142 184 45

<u>Duty Point:</u> 4000 GPM @ 62 PSI Boost (Suction Pressure 10 – 15PSI)

TRICE Entertain	,10
PLUS SALES TAX.	
SAME PRICE AS THE LAST ORDE	ER.
PRICE GOOD FOR 30DAYS.	
Price include two days for star up any addit	tional time will cost extra.
Estimated Submittal Time; 4-8 wks F	reight: Prepay/Allow Terms: Net 30
Estimmated Producton Time: 24-30 wks (A	fter release to Production)
Accepted thisday of,2010	Ву
Prepared by: Rafael Herrera	

The Gorman-Rupp Company TERMS AND CONDITIONS

PROPOSAL DRAWING and builtein illustrations are submitted to show general arrangement and approximate dimensions. The Company reserves the right to make such changes in details of design, construction or arrangement of equipment as in its judgment constitute as improvement. Engineering, dimensional and instruction data shall be furnished to the after acceptance of proposal will be made at purchaser's expense.

The equipment, apparatus and parts furnished are WARRANTED against defects in materials and workmanship. Specific applicable warranty is available at www.grpumps.com/warranty.

NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS, SHALL EXIST AS TO ANY EQUIPMENT OR GOODS COVERED HEREBY, ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED BY THE PURCHASER.

The Company will, at it option, repair or replace any equipment or part which proves defective under its warranty provided that the purchaser notifies the Company in writing of such defect within the applicable warranty period and provided further that after start-up service has been performed, the labor to replace accessory items, such as sump pumps, dehumidifiers, relays or alternators, etc., shall be the responsibility of the owner's maintenance personnel. The foregoing states the purchaser's sole remedy for any breach of warranty by the Company.

PRICE EXCALATION CLAUSE:

Quoted prices are firm for sixty (60) days subject to an escalation not to exceed 5% for the following sixty (60) days and 1-1/2% per month thereafter.

Orders accepted by The Gorman-Rupp Company will be held firm if the orders are approved and released for production within sixty (60) days provided shipment is accepted by the customer immediately following completion of production.

Orders accepted by The Gorman-Rupp Company where production release or shipment is delayed by the customer beyond (60) days following acceptance of order by The Gorman-Rupp Company, prices will be subject to an escalation not exceed 1-1/2% per month until again released.

Price escalation will not exceed Federal guidelines.

THE AMOUNT OF ANY APPLICABLE TAX or other Government charge upon the production, sales, shipment and/or use of the equipment covered by this quotation shall be added to the price and shall be paid by the purchaser.

ALL ORDERS SHALL BE MADE OUT to The Gorman-Rupp Company; 600 South Airport Road; Mansfield, Ohio and shall be subject to acceptance by the Company. ORDER MAY BE CANCELED ONLY with the Company's written consent and ON TERMS that will indemnify the Company against loss.

Performance of any contract by the Company shall be contingent upon credit approval, strikes, fires, accidents, war reduced supply of fuel or raw materials, or other restraints affecting shipments or curtailments in manufacturing or due to delays unavoidable or beyond the control of the Company.

THE COMPANY SHALL NOT, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort or negligence.

When purchaser asks that equipment be warehoused or held for a stated or indefinite period after the equipment is ready for shipment, it is expressly understood and agreed that billing will be accepted as of the date when the equipment is ready for shipment and that STORAGE CHARGES (NOT TO EXCEED 1-1/2% PER MONTH) will apply thirty (30) days from that date.

Unless otherwise specified, DELIVERIES QUOTED are figured from the date of release to production. Statements as to expected shipment dates from the factory represent the Company's best judgment. Purchaser hereby waives all claim to damage caused by delay in shipment or delivery.

Unless otherwise specified, TERMS are Net 30 days from date of invoice, F.O.B., Mansfield, Ohio with freight allowed to the job site or first destination, whichever is applicable. All terms of credit are subject to the Company's approval and are independent of and not contingent upon the time and manner in which the purchaser may receive payment from others. Purchaser shall be notified of any changes in credit terms prior to acceptance of order.

ANY INDEBTEDNESS OWING TO THE COMPANY for a period longer than (30) days shall BEAR INTEREST until paid at the current prime rate. If the Company finds it necessary to place any indebtedness hereunder in the hands of an attorney for collection, purchaser shall pay all expenses and costs of collection, including reasonable attorney's fees.

THE PROVISIONS on the face hereof and these Terms and conditions constitute the entire agreement among the parties and supersede the provisions of any purchase order, other communication between the parties or any statement or representation not included herein. This Agreement may not be modified or amended except in writing signed by the parties intended to be bound thereby.

This Agreement shall be governed by the laws of the State of Ohio.